

**The Native Village of Kwinhagak
P.O. Box 149
Quinhagak, Alaska 99655**

January 28, 2013

REQUEST FOR PROPOSAL

**"OLD FISH PLANT" BUILDING ARCHITECTURAL AND ENGINEERING AND
INSPECTION REPORT**

Enclosed is pertinent information for use in preparing your proposal. This information will be used as a guide in the preparation of any subsequent contract.

Proposals must be received at the location indicated within the request for proposal (RFP), prior to 5:00 P.M., Alaska Standard Time (AKST), February 25, 2013. Office hours are as indicated within the RFP. A date stamp will determine the date of receipt. Proposals received after the time and date specified will be returned to the proposer unopened. Facsimile submittals will not be accepted.

No pre-proposal meeting will be held for this project. The question end date for this RFP shall be February 18, 2013, and questions must be received prior to 5:00 P.M. AKST that day.

Six (6) copies of the proposal must be submitted. The Native Village of Kwinhagak reserves the right to reject any and all proposals.

Sincerely,



Henry Mark

Tribal Administrator, Native Village of Kwinhagak

**NATIVE VILLAGE OF KWINHAGAK
“OLD FISH PLANT” BUILDING ARCHITECTURAL AND ENGINEERING
INSPECTION AND REPORT – KWINHAGAK, AK
REQUEST FOR PROPOSAL**

1.0 GENERAL INFORMATION

1.1 Purpose

The Native Village of Kwinhagak (NVK) is soliciting proposals from qualified firms to render professional architectural and engineering services for the “Old Fish Plant” Building Architectural and Engineering Inspection and Report. This project will include: a site visit to assess the existing condition of the facility; meeting with community stakeholders to discuss proposed facility uses; preparing an architectural and engineering report; and, presentation to community stakeholders.

1.2 Project History

The NVK, a rural Alaska community, has an immediate need for the facilitation of construction tasks related to its on-going housing improvement program. The NVK is currently in need of a location to house construction offices, store material and construct certain components of homes related to their housing improvement program, during the winter months and out of inclement weather conditions.

There is an existing structure in Kwinhagak that the community wishes to evaluate to determine if it would be suitable for the previously mentioned uses. The existing structure is the former community fish plant that is no longer being used in this capacity. The structure is approximately 4,800-square feet (SF) and has former fish processing and freezing areas associated with it (see attachment B for photos and layout of the existing facility). The structure was built in 1991.

In support of the sustainability of Kwinhagak, specifically related to the inventory of housing, the NVK has prepared this request for proposal (RFP) to provide a report that will allow the community to make an informed decision regarding the potential conversion of the existing structure from a fish plant to a construction facility.

1.3 Questions

An owner’s representative will be used on this project to assist the NVK with the administrative, engineering and other technical issues/review that will be associated with it.

Any questions regarding this proposal are to be submitted in writing via email, facsimile or U.S. mail to:

Mark Spafford
Denali Commission
510 L Street, Suite 410
Anchorage, AK 99501
(907) 271-1415 (facsimile)
mspafford@denali.gov

For ease of identification please identify the project/title number in the subject line of any correspondence.

Hours of operation are as follows: 8:00 A.M. to noon; 1:00 P.M. to 5:00 P.M. Alaska Standard Time (AKST), Monday through Friday. All questions regarding the scope of work must be received by 5:00 P.M. AKST, Monday, February 18, 2013.

1.4 Preparation Costs

The NVK shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

All offers must be complete and irrevocable for 90 days following the submission date.

2.3 Confidentiality

The content of proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time, the selected proposal is open for review. After the award of the contract, proposals shall become public information except for properly identified proprietary information (if applicable).

If a proposer wishes **individual** pages, which contain actual business, proprietary information held confidential, each page must be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the proposal's cover will also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION".

"Confidential and Proprietary" information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.

COST PROPOSALS SHALL NOT BE CONSIDERED PROPRIETARY INFORMATION UNDER ANY CIRCUMSTANCES.

The NVK shall be the sole determining authority for application of confidential and proprietary information. Should the NVK determine that the requested information is not confidential/proprietary; the proposer will be provided the opportunity to remove such designation. Should the proposer refuse to remove such designation, the NVK shall reject the proposal as non-responsive without further recourse by the proposer.

By submission of a proposal, all proposers acknowledge and are bound by this requirement.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; 3) completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission Requirements

2.6.1 **ONE ORIGINAL, single sided unbound, plus six (6) complete copies** of the proposal must be received by the NVK prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders as the proposer chooses.

2.6.2 IN ADDITION to the copies required by paragraph 2.6.1 above, a CD containing a PDF copy of the complete proposal, including attachments, is required to be provided. If the proposal requests a fee schedule in a separate sealed package, this CD which should also contain the fee schedule, and may be placed in that sealed package thereby avoiding early disclosure of fees.

2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Title prominently displayed on the outside of the package.

2.6.4 Proposals must be delivered or mailed to:

Physical/Mailing Address

Native Village of Kwinhagak

c/o: Denali Commission - Mark Spafford

510 L Street, Suite 410

Anchorage, AK 99501

2.7 News Releases

News releases by or on behalf of any Proposer pertaining to the award resulting from the RFP's shall not be made without prior written approval of the NVK.

2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the NVK. One copy shall be retained for the official files of the NVK and will become public record after award of the Contract.

2.9 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the NVK.

2.10 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the NVK after the date of receipt.

2.11 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.12 Rejection of Proposals

The NVK reserves the right to reject any or all proposals if determined to be in its best interest.

3.0 SCOPE OF WORK

3.1 Summary of Services to be Provided by the Contractor

The Contractor shall travel to Kwinhagak, to survey and inspect the condition of the fish plant. This site visit shall include meeting with NVK and other interested community leaders and personnel to discuss the proposed ultimate end use of the facility and collecting locally available data. The owner's representative or designee will be present with the Contractor during the site visit to facilitate the inspection of the fish plant as well as the meeting with NVK personnel.

The building inspection involves the survey of the fish plant to review the structure for a complete remodel and "modernization" including, but not necessarily limited to, the following:

- interior and exterior renovation (i.e. plumbing, roof repair, painting, new windows, doors, flooring, site grading and drainage, remediation or mitigation of hazardous building materials);
- alternative floor plans to accommodate the conversion of the existing fish plant to a construction office, materials storage space and interior construction area (specifically for the manufacturing of the full frame trusses for the housing program in the community);
- energy efficiency considerations (replacement of existing heating and ventilation system with energy efficient system, doors, insulation, etc.);
- public water and sewer system overview;
- the condition survey assessment of the building itself shall include at a minimum the major systems of the building such as structural (foundation, structural walls, etc.), HVAC (heating and ventilation) and electrical (meter base, grounding, exterior lighting, etc.);
- land status and ownership analysis; and,
- code requirement shall be assessed based on City, State, and National code requirements on pre-existing structures.

The Contractor shall document in an architectural/engineering report what repairs and or additions are necessary to convert the building to the new usage type, including cost estimates for each major line item of the renovation. The report shall also provide estimated annual operating and maintenance costs for the building for each alternative investigated. The report shall be specific as to what repairs are needed and conceptual drawings and renderings shall be included as necessary.

3.2 Project Tasks and Time of Completion

The completed work shall be in the form of an engineering report document. The document shall include an executive summary describing the goal of the engineering report and the relevant findings from it.

Project tasks are as follows:

- A. Kickoff Meeting, Site Visit and Data Collection – The kickoff meeting shall consist of a meeting at the Denali Commission office located at: 510 L Street, Suite 410, Anchorage, AK, 99501. The kickoff meeting shall be completed within seven calendar days following issuance of a notice to proceed (NTP) by NVK. The site visit will be scheduled during the kickoff meeting and shall include travel to Kwinhagak to collect and compile building and site information and shall include a meeting with NVK and other community personnel. All travel to and from the community by the Contractor's personnel shall be included in the cost proposal. The site visit shall be completed within 30 calendar days following the date of the kickoff meeting.
- B. 50% Draft Report - No later than 30 calendar days following the Contractor's trip to the community, a 50% draft report shall be prepared for community review and evaluation. The Contractor will coordinate the draft report review with the owner and the owner's representative as well as other interested parties and consolidate all comments received into a single review form. All

comments received by the Contractor shall be addressed in writing prior to finalization of the report and provided to the owner and the owner's representative.

- C. Final Report – The final task in completing the report shall include updating the 50% document per review comments, and providing a final presentation (Power Point presentation) to the NVK and other community personnel and residents. This meeting shall be completed in the community. The Contractor shall supply copies of the plan and electronic files to the NVK. All travel to and from the community by the Contractor's personnel shall be included in the cost proposal.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed eight (8) pages in length (excluding letter of transmittal, resumes, title page (s), index/table of contents, attachments, and dividers). Information provided in excess of that will not be evaluated or scored. One page will be interpreted as one side of a single lined, typed, 8-1/2" X 11", piece of paper.

4.1 Title Page

Show the RFP subject, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.

4.2 Table of Contents

Clearly identify the materials by section and page number.

4.3 Letter of Transmittal (Limited to One [1] Page)

- Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- Give the name(s) of the person(s) who are authorized to make representations for the firm, their titles, address, and contact information to include telephone and facsimile numbers, and email addresses.
- **The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.**

4.4 Cost

Under a separate cover, submit one (1) copy of a fee schedule for all services that may be required in performance of this work. The fee schedule for personnel shall be all inclusive of overhead, G&A, fringe benefits, profit, insurance, etc. The fee schedule will not be used during the evaluation process. Only the highest ranked Proposer's fee schedule will be opened for the purpose of commencing contract negotiations.

4.5 Proposal Contents

4.5.1 Project Approach/Project Management Plan

An in-depth discussion of the Proposer's understanding of the RFP and project scope of work, and proposed approach, including a detailed work plan covering:

project schedule indicating key milestones and indicators of progress; and, interaction and coordination skills with NVK stakeholders.

4.5.2 Project Manager

Identify the Primary Project Manager who will act as the key point of contact with NVK for project coordination and management. For the Project Manager, describe specific qualifications and experience related to management of projects such as that described within this RFP. A resume(s) should be included for each individual Project Manager and subconsultant referenced. A project team schematic or organizational chart shall be included, if applicable to the Proposer's project approach. A statement of staff availability as well as commitment to the project shall be included.

4.5.3 Firm Qualifications and Experience

Discuss the firm and personnel resources available to the Project Manager, on similar projects in the past with an emphasis on the type of project described within the RFP. Address the qualifications and experience of each key individual and subcontractor, if applicable. Rural Alaska experience should be highlighted as well.

By submission of a proposal, the Proposer acknowledges that project team members and their ability to meet the Owner's Representative at their office, is a material factor in evaluation of proposals and subsequent award of contract. Additionally, the Proposer attests that the project team listed SHALL NOT be substituted without the prior written consent of the NVK. The Proposer further acknowledges that substitution of project team member(s) not prior approved by the NVK may result in the contract being terminated for default.

4.5.4 Contractor Location

Discuss the firm's location where the primary services are to be provided and the ability to meet in person with the Owner's Representative described and at the location identified within section 1.3 of this RFP, as well as NVK personnel as required during the performance of the contract. No other trips to the community are anticipated for meetings other than those that are discussed within section 3.0 of this RFP.

5.0 RFP EVALUATION CRITERIA AND PROCESS

5.1 Evaluation Criteria

Proposals will be evaluated and ranked on the following criteria and point range respectively.

5.1.1 Project Approach/Project Management Plan 30 POINTS

- Understanding of RFP and scope of services to be provided
- Proposed Approach
- Detailed work plan
- Project Schedule
- Interaction and coordination

5.1.2 Project Manager

40 POINTS

- Qualifications of the Project Manager
- Project personnel and roles
- Experience with projects of similar scope
- Project manager availability, commitment to project, and availability
- Project Managers ability to meet on short notice at the Owner's Representative office

5.1.3 Firm Qualifications and Experience

20 POINTS

- Directly related experience and qualifications
- Experience with owner involvement and rural Alaska projects
- Project discipline experience

5.1.4 Contractor Location

10 POINTS

- Firm's location where the primary services are to be provided
- Ability to meet with the Owner's Representative or NVK personnel as required.

**100 POINTS
MAXIMUM**

5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- 0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: For the evaluation of the experience factor if the evaluator feels the response as provided was "Good" they would assign a "qualitative rating factor" of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (30) and the resulting score

of 18 would be assigned to the experience factor. This process would be repeated for each criterion.

5.3 Evaluation Process

A committee of individuals representing NVK will evaluate the proposals received. The committee will rank the proposals as submitted. The NVK reserves the right to award a contract solely on the written proposal.

NVK also reserves the right to request oral interviews with the highest ranked firms (short list) if necessary. The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of two (2) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked proposer after the second scoring, if performed, may be invited to enter into final negotiations with NVK for the purposes of contract award.

6.0 SELECTION PROCESS

The proposer with the highest total evaluation points may be invited to enter into contract negotiations with NVK. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, NVK reserves the right to terminate negotiations with any proposer should it be in NVK's best interest. NVK reserves the right to reject any and all proposals submitted.

7.0 SAMPLE CONTRACT/MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all proposers must carefully read and review the attached sample contract (see Attachment A). The successful proposer shall be required to enter into a contract with NVK that will be substantially similar to the sample.

Therefore, the proposer must make any proposed changes to the sample contract that the proposer desires. All changes must be made legibly and conspicuously in red ink on all copies submitted. Page(s) on which the change(s) appear must be tabbed as to be easily identified. The respondent must also provide the rationale for all changes.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH NVK. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

8.0 PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS

Minimum insurance requirements for this Proposal are defined as follows:

- A. The Contractor shall maintain in good standing the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the NVK with proof of insurance in accordance with subsection B of this section in a form acceptable to the NVK.

- B. The Contractor shall provide the following insurance:
- 1.) \$500,000.00 Employers Liability and Worker's Compensation as required by Alaska Law.
 - 2.) Commercial Automobile Liability per occurrence in the amount of \$500,000.00 single limit to include: owned, hired, and non-owned.
 - 3.) Commercial General Liability in the amount of \$1,000,000.00 combined single limit to include:
 - Premises Operations
 - Products and Completed Operations
 - Blanket Contractual
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury
 - 4.) Architects and Engineers Errors and Omissions Liability in the amount of \$1,000,000.00.
 - Policies written on a "claims made basis" must have a two (2) year tail of coverage from the completion of the contract requirements.
- C. Each policy of insurance required by this section shall provide for no less than 30 days advance notice to NVK prior to cancellation.
- D. With the exception of Worker's Compensation and Professional Liability each policy shall name NVK as an additional insured and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against NVK by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

9.0 ATTACHMENTS

Attachment A – Sample Contract/Minimum Mandatory Contract Provisions

Attachment B – “Old Fish Plant” Pictures and Drawings

Attachment C – Quinhagak Fish Plant Supplemental Information

ATTACHMENT A
SAMPLE CONTRACT/MINIMUM MANDATORY CONTRACT PROVISIONS

CONTRACT FOR PROFESSIONAL SERVICES WITH XXX CONSULTANTS, INC

In consideration of the mutual promises herein, NVK and XXX CONSULTANTS, INC agree as follows. This contract consists of:

- A. Part I, consisting of 15 sections of Special Provisions;
- B. Part II, consisting of 10 sections of General Provisions;
- C. Appendix A consisting of _ pages; and
- D. Appendix B consisting of _ pages.

PART I SPECIAL PROVISIONS

Section 1. Definitions. In this contract:

- A. "NVK" means the Tribal Administrator of the Native Village of Kwinhagak or his/her designee.
- B. "Contractor" means XXX Consultants, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. NVK shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

Section 3. Time for Performance.

- A. This contract becomes effective when signed on behalf of NVK.
- B. The Contractor shall commence performance of the work described in Part I Section 2 upon written notice-to-proceed and complete that performance on or before _____, 201X.
- C. This contract may be extended for one (1) one year option period(s) upon mutual consent of the parties.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, NVK shall pay the Contractor no more than _____ DOLLARS (\$____.00) for Basic Services and _____ DOLLARS (\$____.00) for Additional Services in accordance with this section.
- B. NVK shall pay the Contractor in accordance with the schedule of professional fees attached as Appendix B and incorporated herein by reference for services actually performed under this contract.

- C. Each month the Contractor shall present a bill to the NVK describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the NVK. If any payment is withheld because the Contractor's performance is unsatisfactory, the NVK must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
- D. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- E. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of NVK, provided that NVK notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. For the purposes of this clause and in accordance with language in the Request for Proposal, cause shall include the substitution of team members as listed in the Contractor's response to the Request for Proposal and included in this contract (if so stated), without the prior written consent of the owner. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within 15 calendar days after receiving the notice of termination.

Section 6. Duties Upon Termination.

- A. If NVK terminates the Contractor's services for convenience, NVK shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of NVK.
- B. If the Contractor's services are terminated for cause, NVK shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by NVK because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed 90% of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of NVK at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the NVK within 30 days of receiving notice to do so.

- D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the NVK all documents, records, work product, materials and equipment owned by NVK and requested by the NVK.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.
- F. If a final audit has not been performed before the Contractor's services are terminated, NVK may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the NVK with proof of insurance in accordance with subsection B of this section in a form acceptable to the NVK.
- B. The Contractor shall provide the following insurance:
 - 1.) \$500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
 - 2.) Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.
 - 3.) Commercial General Liability in the amount of \$1,000,000 combined single limit to include:
 - Premises Operations
 - Products and Completed Operations
 - Blanket Contractual
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury
 - 4.) Architects and Engineers Errors and Omissions Liability in the amount of \$1,000,000

Policies written on a "claims made basis" must have a (2) two year tail of coverage from the completion of the contract requirements.
- C. Each policy of insurance required by this section shall provide for no less 20 days advance notice to NVK prior to cancellation.
- D. With the exception of Worker's Compensation and Professional Liability each policy shall name NVK as an "Additional/Named insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the NVK by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

Section 8. Assignments.

Unless otherwise allowed by this contract or in writing by the NVK, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give NVK the right immediately to terminate this contract without any liability for work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this contract shall be the property of NVK, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.
- B. Should NVK elect to reuse Work products provided under this Contract for other than the original project and/or purpose, NVK will not hold Contractor liable for any damages resulting from NVK's reuse of work products for an unintended purpose. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation and the original Constructor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.
- C. Equipment purchased by the Contractor with contract funds shall be the sole property of NVK marked and inventoried as such with a copy of the inventory forwarded to NVK.

Section 10. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

NVK: The Native Village of Kwinhagak
 C/O: Mark Spafford
 Denali Commission
 510 L Street, Suite 510
 Anchorage, AK 99501
 FAX: (907) 271-1415

Contractor: XXX Consultants, Inc.
 Attn: Project Manager

_____, AK 99 ____

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this contract the Contractor shall not make expenditures other than as provided in line items in the contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation:
 - 1.) Any interruption, suspension or interference resulting solely from the act of NVK or negligent act(s) of NVK not otherwise governed by the terms of this contract.
 - 2.) Strikes or work stoppages.
 - 3.) Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4.) Order of court, administrative agencies or governmental officers other than the Municipality.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from NVK and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this contract should impose additional requirements upon NVK for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from NVK.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the NVK before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the sub-contractor relating to the purchase of goods or services pursuant to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of NVK. NVK may administer the contract and monitor the Contractor's compliance with its obligations hereunder. NVK shall not supervise or direct the Contractor other than as provided in this section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this contract.
- E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This contract shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor: XXXX, XXXXX
(Name and title of position)

NVK: Tribal Administrator or Approved Designee

- C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 7. Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

- A. The Contractor shall indemnify, defend, save, and hold NVK harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this contract.
- B. The Contractor shall not indemnify, defend, save and hold NVK harmless from claims, lawsuits, liability, or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of NVK occurring during the course of or as a result of the performance of this contract.

- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both NVK and the Contractor, the Contractor shall indemnify, defend, save and hold NVK harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result of the Contractor's performance pursuant to this contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as NVK may deem necessary, make available to NVK, for examination, all of its records with respect to all matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to NVK, in such form and at such times as NVK may reasonably require. The Contractor shall permit NVK to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. NVK may, at its option, permit the Contractor to submit its records to NVK in lieu of the retention requirements of this section.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

Native Village of Kwinhagak

CONTRACTOR

Tribal Administrator or Approved Designee

Date: _____

Name: _____

Title: _____

Date: _____

IRS Tax Identification No. _____

Tax Status: Taxable ☐ Non-Taxable ☐

STATE OF ALASKA)

) ss:

____ JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, known to me to be the _____ of _____, the corporation named in the foregoing instrument, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

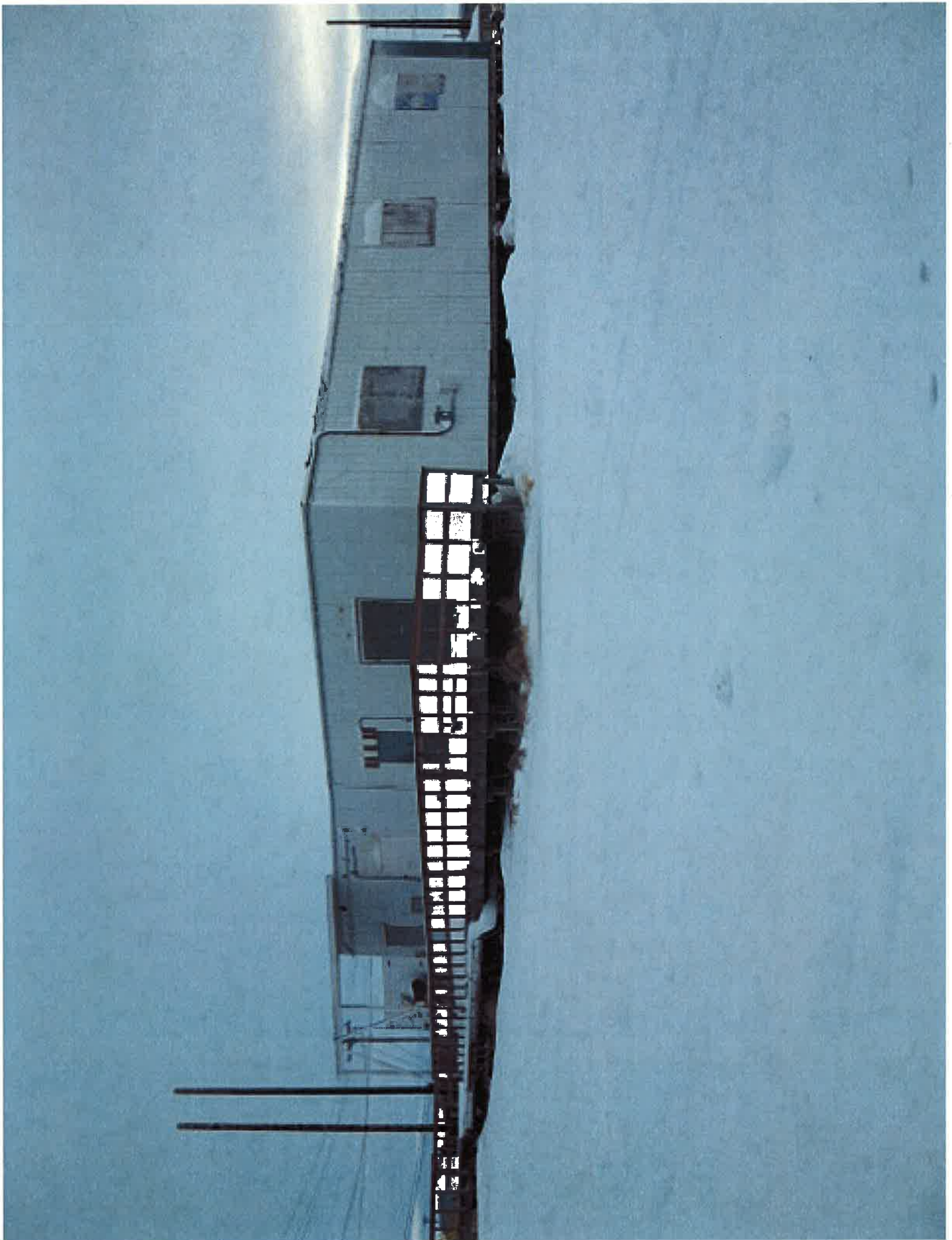
Notary Public in and for Alaska
My commission expires:

ATTACHMENT B
“OLD FISH PLANT” PICTURES AND LAYOUT







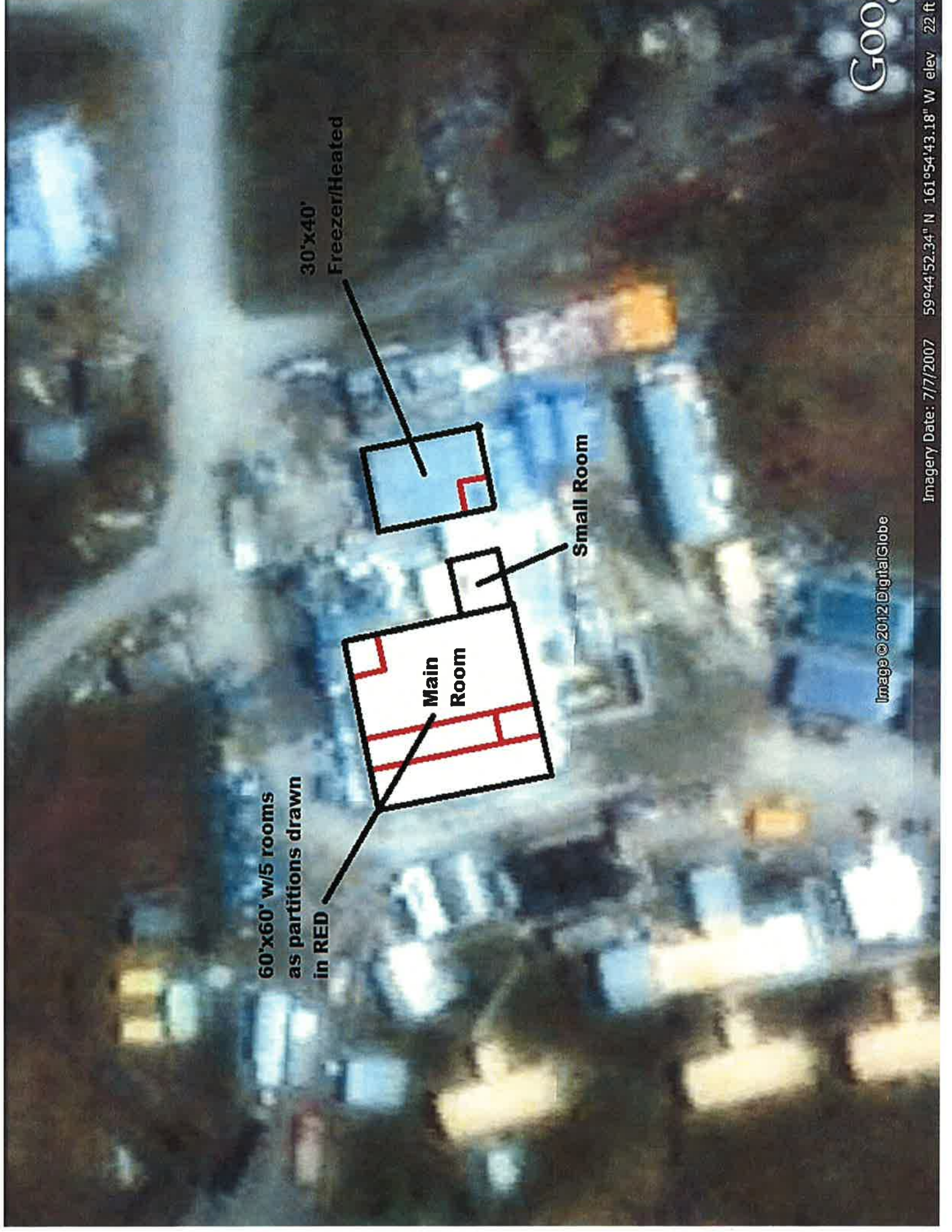












60'x60' w/5 rooms
as partitions drawn
in RED

30'x40'
Freezer/Heated



Small Room

Main
Room

ATTACHMENT C
QUINHAGAK FISH PLANT SUPPLEMENTAL INFORMATION

Quinhagak Fish Plant

The Quinhagak salmon plant was built in 1992 with federal and state grants and is owned by the Native Village of Kwinhagak IRA Council. The plan was to process fresh salmon from the Kanektok River and Goodnews Bay fishing districts at the mouth of the Kuskokwim River and fly it to Bethel. Traditionally, local fishermen had sold to tenders operating out of Bethel. However, except for the ice machine, the plant did not operate for a number of years. Groups that considered operating the plant decided that it wouldn't be profitable because of several factors including the cost of flying fish out of the community, not enough local workers, and competition from other processing facilities, including their own operations.

In 1999, a subsidiary of Coastal Villages Region Fund CDQ group began to operate the plant but produced only 8000 lbs and lost money because of poor silver salmon runs. However in 2000 the plant did much better, increasing production to more than 400,000 pounds, producing high-quality headed and gutted and filleted fish, and paying relatively high prices to local fishermen. Fish were flown in wetlock boxes to Bethel and then on to Anchorage and the Lower 48. Coastal Villages Seafoods, LLC plans to expand production substantially in 2001 and is making major new investments to add new equipment and a bunkhouse and mess hall complex. By doing more of the processing in Quinhagak, they hope to reduce shipping costs and also create more local income.

The original plant was in a 30' x 60' modular building, with an attached ice room and cold storage room and a separate 30' x 40' refrigeration building. The current upgrades will double that size. During the 2000 season the plant employed about 40 people.

A talented and dedicated manager from the village has played an important role in successfully starting up the plant. The plant also benefits from the high quality of fish caught in ocean bright condition near the plant and consistent fishery openings over the season. Some of the challenges faced by the plant include the cost and logistics of flying fish in small planes and finding enough workers. The plant has offered employment to workers from other villages in the region.



Refrigeration building at the Quinhagak fish plant, Summer 2000.



Unloading king
salmon at the
Quinhagak fish
plant dock, July
2000.



Cutting line in the
Quinhagak fish
plant, July 2000.